



INDEPENDENT CONTRACTOR AGREEMENT

The City of Archdale and Roberson Haworth & Reese, P.L.L.C.
(Revised February 22, 2022)

This Agreement is entered into this the 22nd day of February, 2022, between the City of Archdale and the law firm of Roberson Haworth & Reese, P.L.L.C., for the purposes of outlining the independent contractor basis through which attorneys of said law firm shall provide legal services to the City of Archdale. Roberson Haworth & Reese, P.L.L.C. shall hereinafter be referred to as the "Contractor", and the City of Archdale shall hereinafter be referred to as "City".

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform legal services, and the Contractor hereby accepts such engagement.

2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall not be set forth herein, but rather shall be addressed in separate agreements as the parties deem necessary from time to time. It is expressly agreed that no attorney of Roberson Haworth & Reese, P.L.L.C., shall provide legal services of any kind unless requested by the City and the City provides compensation for said services at an agreed upon hourly fee.

3. Expenses. In performing legal services for the City under this Agreement, the Contractor shall bill, and the City shall reimburse, for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of legal duties. Any services provided requiring out-of-town travel may be reimbursable expenses, provided receipts are submitted for such expenses and the City approves payment of same. Unless otherwise provided herein, the Contractor shall pay for all expenses incurred without seeking compensation.

4. Meeting Attendance. The Contractor shall delegate a qualified attorney from Roberson Haworth & Reese, P.L.L.C. to attend regularly scheduled meetings of the elected City Council of the City of Archdale. In the event the delegated attorney cannot attend a regularly scheduled meeting due to illness, unavailability or another extenuating

circumstance, the Contractor shall delegate another qualified attorney from Roberson Haworth & Reese, P.L.L.C. to attend said meeting. The Contractor may, with the approval of the City, also designate another attorney specializing in municipal law to attend said meeting.

5. Termination. The City may terminate this Agreement at any time by providing written notice to the Contractor.

6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. The Contractor is and will remain an independent contractor in respect to the relationship to the City of Archdale. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. Insurance. The Contractor will carry liability malpractice insurance in an amount equal to or greater than two million dollars (\$2,000,000.00) per occurrence.

8. Choice of Law. The laws of the State of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

9. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

10. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

11. Assignment. The Contractor shall not assign any of rights under this Agreement.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

13. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

14. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The City of Archdale

Roberson Haworth & Reese P.L.L.C.

By:

By:

Its:

[title or position]

Its:

(title or position]